

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
Western Division (Dayton)**

UNIVERSAL TRAFFIC SERVICE, INC.

Case No. 3:14-cv-252

Plaintiff,

vs.

EATON COMPRESSOR &  
FABRICATION, INC.

Defendant.

**COMPLAINT**

NOW COMES Universal Traffic Service, Inc. (hereinafter referred to as “UTS”), by and through Counsel, and for its Complaint against Eaton Compressor & Fabrication, Inc. (hereinafter referred to as “Eaton”), states as follows:

**Parties**

1. Plaintiff UTS is a Michigan corporation whose principal place of business is 5500 International Parkway, Grand Rapids, MI 49512.
2. UTS is engaged in the arranging for intrastate and interstate carriage for hire as a property broker by authority issued to it by the Federal Motor Carrier Safety Administration (FMCSA).
3. Defendant Eaton is an Ohio corporation whose principal place of business is 1000 Cass Drive, Clayton, OH 45315.

4. Eaton's agent for service of process in the State of Ohio is Matthew S. Cain whose address is 1200 U.S. Route 35 West, Eaton, OH 45320.

**Jurisdiction and Venue**

5. This Court has subject matter jurisdiction over the instant action pursuant to 28 U.S.C. 1332.

6. This matter exceeds \$75,000 in controversy exclusive of interest and costs.

7. Pursuant to 28 U.S.C. 1391(b), venue is proper in this district and division in that a substantial portion of the transportation services provided to Defendant by Plaintiff occurred in Clayton, Ohio.

8. This Court has personal jurisdiction over Defendant Eaton in that Eaton's principal place of business is in Clayton, Ohio.

**Breach of Contract**

9. On March 27, 2013, UTS and Eaton entered into a Supply Chain Management Agreement (hereinafter "Agreement") attached hereto as Appendix A.

10. Pursuant to the Agreement, Eaton designated UTS to arrange for the transportation of all of its freight for movement in interstate, intrastate or foreign commerce via any and all motor carriers authorized to transport Eaton's freight. See Appendix A, Page 1.

11. UTS, under the Agreement, was to invoice Eaton for the transportation charges, including detention, applicable fuel surcharges and any other legal applicable accessorial charges. See Appendix A, Page 3.

12. Eaton was required to pay UTS' invoices within 14 days of invoice date. See Appendix A, Page 3.

13. Under the Agreement, in the event of nonpayment by Eaton of UTS' invoice(s) and the matter was turned over to an attorney or suit is instituted, Eaton shall pay all reasonable attorney's fees incurred by UTS. See Appendix A, Page 3.

14. Between December, 2013 and April 2014, UTS, pursuant to the terms of the Agreement, arranged for shipments to be transported in interstate and/or intrastate commerce. See Appendix B, Summary of Shipments.

15. UTS sent to Eaton 14 separate invoices for 448 separate shipments totaling \$106,574.53. See Appendix B.

16. Eaton has failed to make payment to UTS, each invoice is now past due and UTS is owed \$106,574.53.

**WHEREFORE**, Universal Traffic Service, Inc. prays to the Court as follows:

(1) That Judgment be entered against Defendant Eaton Compressor & Fabrication, Inc. and that Universal Traffic Service, Inc. be awarded the amount of \$106,574.53;

(2) That Universal Traffic Service, Inc. have and recover attorney's fees and costs of this suit; and

(3) For such other and further relief as this Court may deem just and proper.

Respectfully submitted,

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